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BOOK NOTICES.

ELEMENTS OF THE LAW OF AGENCY. By ERNEST W. HUFFCUT, Professor of Law in Cornell University School of Law. Boston. Little, Brown & Co. 1895.

Without pretending to enter into all the minute details of his subject, Professor Huffcut has given us in this little volume what is certainly one of the best of recent text-books. The profuse citation of authorities which makes the modern text-writer's work so like a digest is conspicuously lacking, and as there are but 226 pages of text, the treatment of the subject is necessarily brief; but the authorities cited are in most cases ample for the support of the text and the development of the subject, and the discussion is so perspicuous that the book must be useful, not only to the student, but also to the practitioner pressed for time, who desires to refresh himself on this branch of the law. The style is incisive, and the terminology, while rather novel in some cases, adds, by its precision, to the clean-cut character of the work. The author is as fearless, moreover, in attacking terms which he considers objectionable—regardless of their age—such, for instance as the "*fluid*" phrase "gross negligence"—as he is in adopting and using those which meet his approval. In his discussion of the many controverted points, he is always fair; first, giving a statement of the apparently divergent views, then reconciling them, if possible, or, if not, frankly avowing their irreconcilability, indicating the trend of the authorities, and stating any general rules which may be deducible from them, and not infrequently adding a forcible but modest expression of his own opinion. This is especially true of his treatment of the agent's liability on negotiable instruments bearing his signature, a topic which is admirably presented.

But possibly the chief excellence of the book consists in the clear and logical and, at the same time, natural analysis of the subject. After speaking of the law of representation in general, he divides "constituents" and "representatives" into two classes, (1) masters and servants, and (2) principals and agents, and servants again into (a) ordinary or fellow-servants, and (b) superior officers, or "vice-masters." The agent represents the principal in the performance of an act resulting in contractual obligation; the servant represents the master in the performance of an act not resulting in contractual obligation. The law governing the one belongs to that branch of the law of obligation having to do with contracts, or torts springing from contracts, as deceit; the law governing the other belongs to that branch of the law of obligation having to do with torts generally. After defining an agent accordingly, as "a representative vested with authority to bring, or aid to bring, his constituent, called a principal, into contractual relations with third persons," he announces four divisions of the subject: (1) The formation of the relation, either as to the obligations subsisting between the principal and agent, or between the principal and third party; (2) the mutual rights and obligations of the principal and agent; (3) the mutual rights and obligations of the principal and any third party with whom the agent may have dealt; (4) the

mutual rights and obligations of the third person and agent. These are again divided and subdivided, and the outline adhered to carefully in the development of the theme, a thing which—speaking from experience with the book in the classroom—is of inestimable value to the student. The only criticism to be made on the book from a teacher's point of view is the lack of illustrative cases in the text to fasten the principles stated on the mind of the reader. It is true that the work is designed to be studied in connection with a supplementary book of cases by the same author; but it is to be questioned whether even this justifies such an entire omission of this feature, so important in a text-book.

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